

AGREEMENT

between

BOROUGH OF MENDHAM  
Morris County, New Jersey

and

MENDHAM BOROUGH BRANCH OF PBA #139

\*\*\*\*\*

JANUARY 1, 1994 THROUGH DECEMBER 31, 1995

\*\*\*\*\*

LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS  
MAR 1 1994  
RUTGERS UNIVERSITY

## TABLE OF CONTENTS

SECTION		PAGE
	Preamble	2
1.	Term	2
2.	Applicability	2
3.	Salaries	2
4.	Sick Leave	4
5.	Hospitalization and Disability	5
6.	Funeral Attendance Leave	6
7.	Pay Period	6
8.	Vacation	6
9.	Uniform Allowance	7
10.	Other Working Conditions	8
11.	Reimbursement for Expenses	10
12.	Educational Courses	11
13.	Extra Duty Assignments	11
14.	Length of Service	12
15.	Longevity	12
16.	Grievance Procedure	13
17.	Management Rights	14
18.	Preservation of Rights	15
19.	Separability and Savings	15
20.	Future Negotiations	16

## PREAMBLE

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the Borough of Mendham, in the County of Morris, a Municipal Corporation of the State of New Jersey, hereinafter called the "Borough" and the Mendham Borough Branch of PBA Local #139, hereinafter called "Local #139", represents an understanding of all issues addressed in this contract between the Borough and Local #139.

### SECTION 1. Term

This Agreement shall have a term from January 1, 1994 through December 31, 1995. If the parties have not executed a successor agreement by December 31, 1995, then this Agreement shall continue in full force and effect until a successor Agreement is executed.

### SECTION 2. Applicability

The provisions of this Agreement shall apply exclusively to:

- a. Patrolmen and sergeants in the negotiations unit.
- b. Any other person who, during the term of this Agreement but subsequent to the date thereof, becomes a full time patrolman or sergeant in the Police Department of the Borough.
- c. Reference to males shall include female police officers and sergeants.

### SECTION 3. Salaries

The salaries to be paid to the Employees by the Borough shall be determined

as follows. Step movement shall continue pursuant to past practice. Placement and individual salaries for 1994 and 1995 shall be indicated in side letter.

	SALARIES			
	1/1/94 6/30/94	7/1/94 12/31/94	1/1/95 6/30/95	7/1/95 12/31/95
PROBATIONARY	30,835	31,760	32,713	33,694
I	32,683	33,663	34,673	35,713
II	38,130	39,274	40,452	41,666
III	41,185	42,421	43,694	45,005
IV	44,236	45,563	46,930	48,338
V	47,290	48,709	50,170	51,675
Sgt.	49,529	51,015	52,545	54,121
Sgt. + 1 year	53,289	54,888	56,535	58,231

#### SECTION 4. Sick Leave

a. Each employee shall be entitled to compensable sick leave as actually needed, up to ninety (90) days per calendar year. There shall be no accumulation of unused sick leave, or compensatory time off.

b. If any Employee is absent for three or more consecutive working days the Borough may require, as a prerequisite to the qualifications of the employee for sick leave pursuant to Section 4., that the employee submit a physician's certificate certifying that the employee's absence is due to illness. In the event an employee applies for the benefits of Section 4(d), the Borough may require, as a prerequisite to the qualification of the employee for benefits thereunder, that the employee submit to examination by a physician selected by the Borough. Any such examination shall be at the Borough's expense.

c. The Chief of the Police Department (hereinafter referred to as the "Chief") or in his absence the superior officer in charge, shall at his discretion have the power to grant personal, temporary leave to an employee, provided that such leave shall be limited to conducting personal business of importance or to rectifying an emergency situation. Under the provisions of this paragraph an employee shall not be required to make up lost time, nor shall time lost be deducted from an employee's overtime.

d. Where an employee covered under this Agreement suffers a work-related injury or disability, the employer shall continue such employee at full pay, during the continuance of such employee's inability to work, for a period of up to one year. During this period of time all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over

to the employer.

The employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work, and the Mayor and Council may reasonably require the said employee to present such certificates from time to time.

In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the employer or by its insurance carrier, then and in that event the burden shall be upon the employee to establish such additional period of disability and such findings by the Division of Worker's Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.

#### SECTION 5. Hospitalization and Disability Insurance

a. The Borough shall provide, at no cost to the employees, medical and hospital coverage referred to as the "Cigna" plan, or equivalent plan. Said coverage shall include the employee and his immediate dependents. Immediate family shall mean spouse and children under 23 years of age only.

b. The Borough shall provide for each employee, Disability Income Insurance coverage according to a plan selected by the Borough. The Borough shall pay 75% of the total premium for this coverage, and the employee shall contribute the remainder premium in each year.

c. The Borough may change plans provided benefits remain the same. Reasonable notice shall be given by the Borough as to a change in the health plan.

#### SECTION 6. Funeral Attendance Leave

a. Each employee shall be entitled to: three days off with pay on the days immediately following death of a spouse, child, mother, father, sister, or brother; two days off with pay immediately following death of an aunt or uncle; one day off with pay on the day set aside for the funeral of a cousin. This leave must be taken within ten days of the date of death and request therefor made to the Chief of Police.

b. In addition to (a) above, and upon written application setting forth pertinent factual data, additional funeral leave may be allowed by the Chairman of the Public Safety Committee of the Borough or, in the event of his absence, by a member of said Committee.

#### SECTION 7. Pay Period

a. Each pay period shall cover a two week period of time. Pay shall accordingly be delivered every two weeks on the Friday ending a particular two week period.

b. Should the date set for delivery of pay fall on a holiday, pay shall be delivered in accordance with Borough procedure for all Borough employees.

c. To the extent reasonable and feasible, deductions shall be uniformly taken out over the year.

#### SECTION 8. Vacation

a. The employees shall be entitled to vacation based upon the following:

1. Seven days vacation during the first year of employment.
2. Fourteen days vacation during second year of employment and every year thereafter up to and including the sixth year of employment.
3. Seventeen days vacation during the seventh year of employment and every year thereafter up to and including the thirteenth year of employment.
4. Twenty-five days vacation during the fourteenth year of employment and every year thereafter during the term of employment.

b. Employees shall receive pay for vacation on the basis of regular salary for the period involved.

c. Vacation benefits shall not accrue or be accumulated beyond the year of entitlement and shall lapse if not taken during the year of entitlement or if some other agreement relative thereto is not reached with and approved by the Public Safety Committee of the Borough.

d. An employee who resigns from the Police Department shall be entitled to vacation pay in accordance with the vacation schedule set forth in subsection (a) above, providing the employee gives the Borough two weeks notice of his resignation. Vacation entitlement shall be pro-rated in the event a resignation is submitted prior to June 30 of the year of entitlement. In the event that full vacation is taken prior to June 30, the employee's final pay shall be reduced proportionately for vacation days taken beyond vacation entitlement as pro-rated.

e. No employee shall be entitled to vacation benefits if he is dismissed from the police force after proper hearing.

#### SECTION 9. Uniform Allowance

- a. A uniform allowance of \$550.00 per man per year for the patrol and



and detective divisions shall be allowed during the life of the contract.

b. Use and payment of such allowance shall be for uniform items only as specified by the Chief of Police.

#### SECTION 10. Other Working Conditions

a. The regular work period shall be 28 days, during which each employee shall work 160 hours in consideration for the base pay hereinabove set forth in Section 3. During any one shift sufficient time shall be allowed to eat one meal.

b. Overtime

1. Each employee shall be remunerated for overtime work at the rate of one and one-half times his base pay based on 2,080 hours. This rate shall apply to any hours worked in excess of a shift or any hours an employee is called upon and required to work by the Chief when he is not regularly scheduled to do so.
2. All overtime shall be approved in advance by the Chief where feasible. Payment for overtime shall be made on the pay day next following the overtime where feasible. Payment shall be made only upon submission of a voucher indicating the specific days of overtime and the number of overtime hours for each day duly certified by the employee and by the Chief.

c. Employees who are called out from home during the times other than their regular shifts will receive a minimum of three (3) hours of overtime compensation excluding those hours considered to be a part of normal shift. This provision will be applicable in situations such as the conduction of breathalyzer tests, special investigations, but will not be applicable if a majority of the force covered under the terms of this Agreement is called out for a major catastrophe.

d. Off duty employees who are scheduled for Court duty will receive a

minimum of three (3) hours of overtime compensation.

e. Holidays

1. Each employee shall be entitled to the benefit of twelve (12) holidays as follows:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving
Independence Day	Christmas

2. Such holiday benefit for each celebrated holiday shall take the following form:

- a. Each employee will normally work a shift on his scheduled holidays.
- b. Payment for twelve (12) holidays will be at a rate of time and one-half and will be made in the last pay period of November by separate check.

f. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police and may be used for evaluation purposes by the Department, Mayor and/or Governing Body.

Upon advance notice and at reasonable times, any member of the Police Department may at any time review his personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.

Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file, a copy shall be made available to him, and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the employee is given a copy of the

complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the employee shall be furnished with all details of the complaint including the identity of the complainant. The present expungement procedures shall continue. All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any files shall be removed therefrom. Removal of any material from a personnel file by any member of the force shall subject that member to appropriate disciplinary action.

#### SECTION 11. Reimbursement for Expenses

a. Each employee shall be reimbursed or afforded expense funds for the hereinafter designated items only and upon the terms and conditions hereof:

1. Meal costs while employee is attending State Police Academy, FBI Training Programs and/or other State Police Training Programs provided all programs are approved in advance by the Chief of Police and the Chairman of the Public Safety Committee. All vouchers for reimbursement will be accompanied by duly receipted checks from place of meal purchase and vouchers shall be certified as to accuracy by the submitting employee.
2. Use of employee's automobile in connection with any official business (including attendance at State Police Academy, Sea Girt, New Jersey) shall be compensated consistent with IRS rules. Mileage reimbursed will be the actual mileage minus normal commutation mileage.
3. Job related expenses actually incurred by an employee while working inside or outside the corporate limits of the Borough of Mendham on an investigation authorized by the Chief of Police shall be reimbursed, provided that such expenses are itemized as to date, amount, and place of expenditure, and receipts confirming the expenditures are attached to the voucher submitted. Each submitting employee shall certify as to accuracy of voucher and to the actual expenditure of amounts indicated.

b. All vouchers prepared in accordance with the provisions of this Section shall be submitted within the time prescribed before Council meetings for payment of vouchers as required by the Finance Committee of the Borough.

#### SECTION 12. Educational Courses

a. The Borough shall pay to an employee an annual increment of \$15.50 for each college credit up to a maximum of 67 credits, provided that to be eligible and qualify for such payment:

1. The educational course must either be one constituting credit acceptable toward an associate degree in police science or one approved in advance by the Borough Council.
2. The employee submits written evidence to the Borough Council that he has completed the course and received a grade of "C" or better, and
3. The employee submits a voucher for payment.

b. In lieu of the benefits provided under subsection (a) above, the Borough shall pay the sum of \$1,400.00 as an annual salary increment to an employee who attains a baccalaureate degree in police science or another discipline approved in advance by the Borough Council.

#### SECTION 13. Extra Duty Assignments

Whenever a request is made through the Department for employees to perform services for private entities, such as guard or escort services outside normal departmental duties, the employee may, during off-shift hours, perform such services for the private entity. Such services are to be performed strictly in accordance with Section 28-20 of the Code of the Borough of Mendham regulating

Extra Duty Assignments. Payment for extra duty assignments shall be a minimum of three (3) hours at the rate established by resolution of the Borough Council provided said rate is not less than the overtime rate for the officer(s) involved.

b. The scheduling officer shall first check with the employees to ascertain what employees are available for these services. If there are not enough of the employees available, the scheduling officer will check with the special officers to assign them at the same fee. A check with the employees, and thereafter with the special officers, will be made before neighboring departments are contacted to assist.

#### SECTION 14. Length of Service

For the purpose of computing vacation time under Section 8 of this contract, or for any other purpose where length of service is a factor, the following continuous service dates are hereby specifically agreed upon:

	Date Continuous Service Began
Sgt. Werner Ablassmeir	March, 1967
Sgt. Patricia Cameron	December, 1980
Sgt. Gary Gaffney	September, 1978
Ptl. Roger Bashall	August, 1977
Ptl. John Camoia	January, 1990
Ptl. Pasquale Libertino	May, 1988
Ptl. Charles Lucke	September, 1978
Ptl. Richard Morales	July, 1986
Ptl. John Taylor	January, 1983

#### SECTION 15. Longevity

a. Commencing in 1994 employees covered by this Agreement will be entitled to longevity pay in the amounts noted below.

b. Longevity pay will be based upon years of service as follows:

- |                           |          |
|---------------------------|----------|
| 1. 6-10 years of service  | \$400.00 |
| 2. 11-15 years of service | \$500.00 |
| 3. 16+ years of service   | \$600.00 |

#### SECTION 16. Grievance Procedure

a. The purpose of this procedure is to secure, at the lowest possible level and as informally as may be appropriate, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

b. A grievance shall be defined as a dispute between the Borough and an employee of Local #139 on behalf of an employee or employees and the Borough arising from the interpretation, application, and/or alleged violation of the terms of this Agreement.

c. The following procedure shall be followed in its entirety unless any step is waived by mutual consent in writing:

Step 1. Within fifteen (15) calendar days of the occurrence of grievance an employee shall present the grievance in writing to the grievant's immediate supervisor. The supervisor shall respond to the grievance within ten (10) calendar days.

Step 2. If a grievance is not settled at Step 1, it shall be presented in writing by the employee or Local #139 representative within ten (10) calendar days to the Chief of Police. The grievance shall contain the facts of the grievance, the applicable sections of the agreement which have allegedly been violated and the remedy requested. The Chief of Police or his designee shall have ten (10) calendar days in which to render a response.

Step 3. If the grievance is not settled at Step 2, it shall be

presented in writing to the Borough Council within ten (10) calendar days of the answer at Step 2. The Council shall have thirty (30) calendar days to render a decision which shall be final.

#### SECTION 17. Management Rights

a. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but not without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Borough government and its properties and facilities, the activities of its employees.
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees.
3. To suspend, demote, discharge, or take other disciplinary action according to law.

b. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by specific and express terms of this Agreement and laws of New Jersey and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and ordinances of the Borough of Mendham.

#### SECTION 18. Preservation of Rights

The parties agree that all benefits, rights, duties, obligations and conditions of employment relating to the status of the Mendham Borough Police Department which benefits, rights, duties, obligations, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained in not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations, and conditions of employment applicable to any police officer pursuant to any rules, regulations, instruction, directive, memorandum, statute, or otherwise shall not be limited, restricted, impaired, removed or abolished.

#### SECTION 19. Separability and Savings

a. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

b. If any such provision is declared invalid by operation of law, parties to this Agreement will forthwith entertain renegotiations on the invalid provisions.



SECTION 20. Future Negotiations

The parties hereto shall commence negotiations for the 1996 Agreement on or before August 1, 1995.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed the day and year written above.

BOROUGH OF MENDHAM

BY: C. W. Steelman  
C. William Steelman, Mayor

ATTEST:

Denise VB Fuchs  
Denise VB Fuchs, Clerk

MENDHAM BOROUGH BRANCH OF FBA #139

Roger Bashall  
Roger Bashall

Pasquale Libertino  
Pasquale Libertino

Richard Morales  
Richard Morales

INDIVIDUAL ANNUAL SALARIES

	<u>1994</u>	<u>1995</u>
Sgt. Werner Ablastmeir	54,095	57,384
Sgt. Patricia Cameron	54,095	57,384
Sgt. Gary Gaffney	53,617	57,384
Ptl. Roger Bashall	48,005	50,923
Ptl. John Camoia	43,391	49,303
Ptl. Pasquale Libertino	48,005	50,923
Ptl. Charles Lucke	48,005	50,923
Ptl. Richard Morales	48,005	50,923
Ptl. John Taylor	46,725	50,923

## POLICE UNIFORMS

1. Shirts:
  - a. Winter L/S F/Blue
  - b. Summer S/S F/Blue
  - c. Winter L/S White
  - d. Summer S/S White
  - e. Additional items supplied by vendors:
    1. Sergeant stripes
    2. Lieutenants bars
    3. Chief's stars
    4. Hashmarks
2. Trousers:
  - a. Wool blend 16 oz. F/Blue stripe
  - b. Wool serge 14 oz. F/Blue stripe
  - c. Tropical weight F/Blue stripe
3. Insulated thermal underwear
4. Hats:
  - a. Winter Trooper
  - b. Summer Trooper
  - c. Winter Fur
  - d. Ear Wraps
  - e. Baseball cap w/police patch
  - f. Additional items supplied by vendors:
    1. Top strap
    2. Back strap
    3. Silver snake
    4. Gold snake
5. Neckties
6. Necktie Pin
7. Coats/Jackets/Vests:
  - a. Winter (black)
  - b. Winter (black/orange)
  - c. Spring/Fall (black/orange)
  - d. Secret Agent Jacket
    1. Full length (black/orange)
    2. 3/4 Length (black/orange)
    3. Waist Length (black/orange)
  - e. Raincap
  - f. Overstorm Cap
  - g. Insulated vests:
    1. Long sleeve
    2. Short sleeve
  - h. Sweaters:
    1. Wooley Pulley
    2. Zipper Front
  - i. Overalls (navy)

- j. Sweats:
  - 1. Sweatpants (navy)
  - 2. Sweatshirt (navy)
- 8. Shoes/Boots:
  - a. Black uniform shoes
  - b. Black uniform sneakers
  - c. Slush boots
  - d. Waterproof insulated boots
  - e. Jumpboots w/zipper
- 9. Socks:
  - a. Black (high bulk)
  - b. Black-White
  - c. Thermal
  - d. Sweat
- 10. Leather (basket weave):
  - a. Garrison belt
    - 1. Plain black leather
    - 2. Basketweave black leather
  - b. Sam Brown belt
  - c. Double Clip Holder (9mm velcro)
  - d. Handcuff case
  - e. Keepers
  - f. Holster (SW 669)
  - g. Nightstick ring
  - h. Mini mag light holder
  - i. Flashlight holder
  - j. Mace holder
  - k. Citation holder
  - l. PR24 leather holder
- 11. Whistle:
  - a. Chrome or brass
  - b. Plastic
- 12. Handcuffs, Peerless
- 13. Thumbcuffs, HWC
- 14. Nameplate:
  - a. Nameplate Reeves 800 gold or silver
  - b. Years of service bar
- 15. Collar Emblems
- 16. Gloves:
  - a. Winter black-leather
  - b. Winter white
  - c. Winter orange
  - d. Summer white - 100% nylon

17. Nightsticks:
  - a. PR 24
  - b. PR 24 with holder
  - c. PR 24STS
  - d. PR 24X
  - e. Holder for PR 24X
18. Flashlights:
  - a. Maglite 5 D cell
  - b. Maglite 6 D cell
  - c. Magcharger
  - d. Mini Maglite 2 AA cell
  - e. Mini Magcharger
19. Body Armor:
  - a. W/O side panel
  - b. With side panel
  - c. T-Shirt carrier
  - d. Insulated vest carrier
20. Equipment:
  - a. Pursuit bag
  - b. Cruiser Mate Clipboard
  - c. Summons Holder:
    1. Metal
    2. Leather
  - d. Approved off duty leather gear
  - e. Badge holder
  - f. Wallet with badge holder
    1. Regular
    2. Tri-Fold
  - g. Traffic templates
  - h. Mace
  - i. Brass cleaner
  - j. Shooting glasses